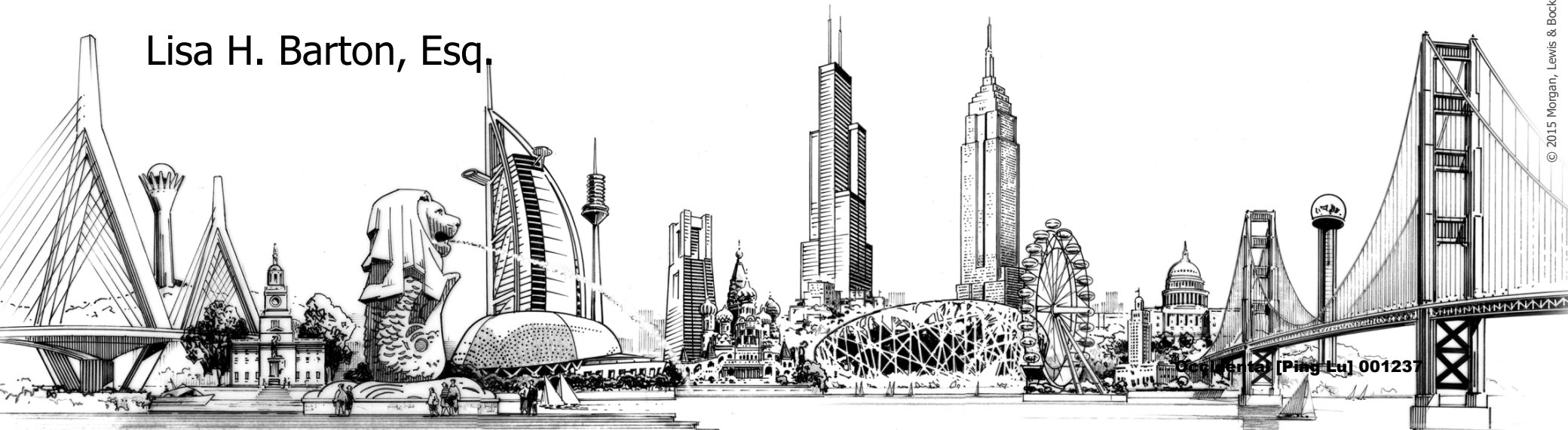


Morgan Lewis

OVERVIEW OF FIDUCIARY RESPONSIBILITIES

BENEFIT ADMINISTRATIVE COMMITTEE

Lisa H. Barton, Esq.



Topics to Be Covered

- Fiduciary status under ERISA
- Role of fiduciary vs. settlor (company)
- ERISA's fiduciary duties
- Managing fiduciary responsibilities

Plans Subject to ERISA

- Anadarko Petroleum Corporation Change of Control Severance Plan
- Anadarko Petroleum Corporation Voluntary Separation Program.

Fiduciary: Basic Definition

- Under ERISA, the term “fiduciary” is broadly defined to include any person who:
 - Exercises discretionary authority or control over management or disposition of plan assets
 - Renders investment advice for a fee
 - Has discretionary authority or responsibility for plan administration
- Includes those named as fiduciaries in governing documents
- Includes those responsible for appointing other fiduciaries
- A person can be a fiduciary even if not named as such in governing documents—based on function, not title

Examples of Fiduciaries

- Committees assigned or exercising fiduciary functions
 - Good Reason Subcommittee
 - Health and Welfare Benefits Administrative Committee

Examples of Nonfiduciaries

- Employers as “settlers”/plan sponsors (depends on governance structure)
 - Includes Human Resources function
- Attorneys
- Auditors
- Some consultants

*****Note: Remember “functional” fiduciary status*****

Named Fiduciaries

- ERISA requires each qualified plan to name one or more fiduciaries who have authority to control and manage the operation and administration of the plan—referred to as “named fiduciaries.”
- Plan Administrator
 - ERISA requires each qualified plan to have an “administrator” with responsibility to oversee administration of the plan.
 - If the administrator is not specified in the plan document, it is the plan sponsor.
 - Several legal duties fall on the plan administrator—especially disclosures.
- The Health and Welfare Beneficiary Committee is the named fiduciary for the COC Plan and the VSP

Fiduciary vs. Settlor Activities

- Settlor functions generally include the adoption, amendment and termination of the Plans.
- Officers/employees may wear both "hats"—having both settlor and fiduciary responsibilities.
 - Essential to recognize what “hat” you are wearing.
 - Corporate considerations cannot enter into fiduciary decision-making, but they can enter into settlor decision-making.
- In contrast to fiduciary functions, settlor functions can be carried out in the best interests of employer/sponsor.

What Decisions Are Fiduciary and What Decisions Are Not?

Settlor Actions

- Decisions about what employees to cover under VSP and what eligibility requirements to impose
- The amount of benefits provided under a plan
- Investigating conduct or complaints by employees

Fiduciary Actions

- Gathering information and reviewing facts relating to the claim
- Determining whether or not someone satisfies the Good Reason definition
- Determining whether someone is terminated for cause under the Plan

Note that even when the decision may be a settlor function, implementing that decision may turn into a fiduciary function.

Fiduciary Duties

- 4 Basic Fiduciary Duties Under ERISA:
 - Duty of loyalty (exclusive benefit rule)
 - Duty of prudence (“prudent expert” standard)
 - Duty to diversify
 - Duty to follow plan terms (*so long as documents and instruments are consistent with ERISA*)

Duty of Loyalty

- Put participants first; fiduciaries must act
 - *Solely* in the interest of the participants and beneficiaries.
 - For the *exclusive* purpose of providing benefits to participants and beneficiaries and defraying reasonable expenses of administering the plan.
- Putting the fiduciary's or employer's interests ahead of plan participants' and beneficiaries' is a breach of duty.
- Basically a conflict-of-interest rule—fiduciaries cannot have conflicting loyalties.

Duty of Prudence – Prudent Expert

- Duty of prudence
 - Fiduciaries must act as “experts.”
 - A fiduciary must discharge his or her duties with respect to a plan:
 - “With the care, skill, prudence, and diligence then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.”
 - Courts have interpreted the duty of prudence to be a “prudent expert” standard—what would a prudent expert do in a like situation? A fiduciary need not be the expert, but may need to consult an expert.
 - Good faith is not enough. “A pure heart and an empty head are not enough.” *Donovan v. Cunningham*, 716 F.2d 1455, 1467 (5th Cir. 1983).

Duty of Prudence – Procedural Prudence

- Duty of prudence
 - Duty of prudence does not require a fiduciary to guarantee outcomes, but rather requires use of a prudent process.
 - Sometimes referred to as “procedural prudence”—the ability to demonstrate that the fiduciary followed a prudent process in making a fiduciary decision.
 - Highlights the importance of documenting fiduciary considerations and fiduciary decisionmaking.

Duty of Prudence – Procedural Prudence (continued)

- Under DOL guidance and fiduciary case law, process is paramount.
- Delegations of authority should be periodically and carefully reviewed.
- Document, document, document.
- Regular meetings of fiduciary committees
 - Meeting “books” and agendas
 - Resolutions
 - Minutes

Consequences of Breach of Fiduciary Duty

- Breach of fiduciary duty
 - *Personal liability* for fiduciary breaches and losses (limits on exculpation using plan assets)
 - Corporate indemnifications
 - Fiduciary liability insurance
 - Obligation to restore profits received and opportunity costs
 - Other equitable and remedial relief (e.g., removal from fiduciary position) and additional penalties

Managing Fiduciary Responsibilities

- Under DOL guidance and fiduciary case law, there is a heavy emphasis placed on procedural prudence
- Establish a structure that facilitates procedural prudence
- Once established, focus on operations and processes
- Consider use of service providers and delegations to third parties
- Fiduciary training
- Insurance, indemnifications and fiduciary bonds

Procedural Prudence: Fiduciary Committees

- Evaluate and establish appropriate committee structure
- Documents governing committee actions:
 - Committee charter/operating rules
- Conduct of meetings:
 - Regular periodic meetings
 - Meeting books, agendas, and list of topics to address
 - Minutes

Questions?

Presenter

Lisa H. Barton

Partner

+1.617.341.7522

lisa.barton@morganlewis.com

Our Global Reach

Africa
Asia Pacific
Europe
Latin America
Middle East
North America

Our Locations

Almaty	Dallas	Los Angeles	Philadelphia	Singapore
Astana	Dubai	Miami	Pittsburgh	Tokyo
Beijing	Frankfurt	Moscow	Princeton	Washington, DC
Boston	Hartford	New York	San Francisco	Wilmington
Brussels	Houston	Orange County	Santa Monica	
Chicago	London	Paris	Silicon Valley	



THANK YOU

This material is provided for your convenience and does not constitute legal advice or create an attorney-client relationship. Prior results do not guarantee similar outcomes. Attorney Advertising. Links provided from outside sources are subject to expiration or change.

© 2015 Morgan, Lewis & Bockius LLP

November 18, 2019

Dingzhou Cao
4023 Sutton Shadow Lane
Katy, TX 77494
Dingzhou_Cao@oxy.com

**RE: ELIGIBILITY FOR BENEFITS UNDER THE ANADARKO PETROLEUM
CORPORATION CHANGE OF CONTROL SEVERANCE PLAN**

Dear Mr. Cao:

This letter is to inform you that the Good Reason Subcommittee of the Anadarko Petroleum Corporation Change of Control Severance Plan (the "COC Plan") has determined that the circumstances you indicated on the Good Reason Inquiry Form you submitted dated November 11, 2019 (a copy of which is enclosed) constitute a Good Reason event for purposes of the COC Plan.

Please note that in order to receive severance benefits, you must satisfy the other requirements of the COC Plan, which include (i) terminating your employment within 90 days of the occurrence of a Good Reason event, and (ii) executing and not revoking the release of claims agreement that will be provided by Occidental Petroleum Corporation ("Oxy").

We understand your last day of work will be November 21, 2019. This date is approved by Oxy management.

If you change your mind on or before your last day, you may rescind your resignation by sending notice to GoodReason@oxy.com stating that you rescind your Good Reason resignation. If you timely rescind your Good Reason resignation, you will remain an employee under the same terms and conditions and with continued participation under the COC Plan, except that you will not be able to assert the Good Reason event submitted on the enclosed Good Reason Inquiry as a severance event under the COC Plan if 90 days have passed since it occurred.

If you have any questions, please contact Madelaine Pfahler at Madelaine_Pfahler@oxy.com.

Sincerely,

The Anadarko Petroleum Corporation Change of Control Severance Plan Good Reason Subcommittee

**ANADARKO PETROLEUM CORPORATION
CHANGE OF CONTROL SEVERANCE PLAN
GOOD REASON INQUIRY FORM**

On August 8, 2019, Occidental Petroleum Corporation (“Oxy”) acquired Anadarko Petroleum Corporation (“Anadarko”) pursuant to that certain merger agreement by and among Anadarko, Oxy and a subsidiary of Oxy (“the Merger Agreement”), which acquisition constituted a Change of Control under the Anadarko Petroleum Corporation Change of Control Severance Plan (the “COC Plan”). Among other things, the COC Plan provides that Participants may resign their employment within 90 days of a Good Reason event occurring and receive Separation Benefits from the COC Plan. The option to resign for a Good Reason event is available only for such events occurring before August 9, 2020.

The COC Plan allows Participants to resign their employment and claim Severance Benefits under the COC Plan if the Participant incurs a Good Reason event. This Good Reason Inquiry Form (“Form”) has been approved by the Plan Administrator to allow Participants to inquire as to whether they have incurred a Good Reason event without having first resigned employment. All capitalized terms in this Form have the meaning provided for in the COC Plan unless a definition is provided in this Form.

If you believe you have experienced a “Good Reason” event as defined under the COC Plan and you have not resigned your employment, please complete and submit this Form to the address below. For more information about the Good Reason provision, including a discussion and examples, please click [here](#). As stated in the Summary Plan Description, you may be entitled to Separation Benefits *“if your employment terminates for Good Reason within one year after the occurrence of a Change of Control, provided that you initiate the termination of your employment within 90 days of the event triggering your right to terminate for Good Reason.”* **By signing and submitting this Form, you confirm your desire and intent to initiate the termination of your employment.**

All determinations of Good Reason will be made by the Plan Administrator in its sole discretion. Please note that the Plan Administrator, in evaluating this Form, may communicate with your supervisor and other individuals who might have knowledge of facts relating to whether a Good Reason event has occurred. As such, your submission of this Form should not be considered a confidential or private matter.

In those cases where the situation is clear and the Plan Administrator can readily determine that a Good Reason event has occurred, you will be promptly notified that the circumstances you reported constitute a Good Reason event under the COC Plan. Company management will contact you separately regarding your last day of work (“Last Day”). Your Last Day will be determined by the Company in order to provide for an orderly transition, but in no case will your last day of work be later than 90 days after the Good Reason event occurred.

At any time prior to your Last Day, you may rescind your resignation by sending a notice to GoodReason@oxy.com stating that you rescind your Good Reason resignation. If you timely

rescind your Good Reason resignation, you will remain an employee under the same terms and conditions and with continued participation under the COC Plan, except that you will not be able to assert the Good Reason event submitted in this Form as a severance event under the COC Plan (if 90 days have passed since it occurred).

In cases that are less clear or are lacking in merit, the Plan Administrator will advise you that it cannot be readily determined that a Good Reason event has occurred. You then have the option, in your complete discretion, of resigning your employment within 90 days of the Good Reason event that you believe may have occurred and filing a formal claim for benefits as a Claimant under Section 9.2 of the COC Plan. Your claim for benefits will then be administered by the Plan Administrator under Article IX of the COC Plan document.

In all cases of Good Reason assertion, in order to receive Severance Benefits under the COC Plan, (i) the Plan Administrator must determine that a Good Reason event has occurred, (ii) you must terminate your employment within 90 days of the occurrence of the Good Reason event, and (iii) you must execute and not revoke the release of claims agreement that will be provided by Oxy.

For additional information on the process of making a Good Reason Inquiry, please also [here](#).

Name: Dingzhou Cao		Employee ID: 00153539	
Address: 4023 Sutton Shadow Ln			
City: Katy	State: TX	Zip: 77494	
Title: Data Science manager		Work Location: The Woodlands	
Supervisor Name: Reza Rastegar			
Email Address: dingzhou.cao@gmail.com			

Under the COC Plan, you may be eligible for Severance Benefits if, **prior to August 9, 2020**, you experience any of the events detailed in the chart below. Please indicate which Good Reason event you believe applies to your situation, including the date on which such event first occurred, and provide any and all additional details in the space provided on page 3. If you need more space, please attach an extra sheet.

Date on which you believe the Good Reason event first occurred: Nov. 11, 2019

<input checked="" type="checkbox"/>	Your duties and responsibilities were materially and adversely diminished in comparison to your duties and responsibilities immediately prior to closing
<input type="checkbox"/>	Your Base Salary was materially reduced in comparison to your Base Salary immediately prior to closing
<input type="checkbox"/>	The aggregate value of your Base Salary plus Total Target Incentive Compensation was materially reduced in comparison to the aggregate value of your Base Salary plus Total Target Incentive Compensation immediately prior to closing

	You are required to be based at a location more than 25 miles from the primary location where you were based and performed services immediately prior to closing
	You were required to take an assignment or position that requires travel on frequent overnight trips resulting in extended stays away from home on a consistent basis and to a substantially greater extent than immediately prior to closing (this excludes assignments or positions that might require temporary travel for a specified, short duration of time, regardless of whether such assignment or position is the result of circumstances related to the transactions contemplated by the Merger Agreement)
	You are required to perform in a job position, or a substantial job assignment, for which you are not skilled or trained

Provide any and all additional detail supporting the Good Reason event in the space below:

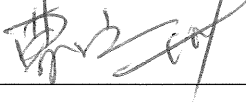
13:00pm to 13:30pm of Nov. 11, 2019, I had a meeting with HR Director Rosaliz Ufret Adrover and HR partner Donald Jacobell. During the meeting, Rosaliz told me that they can not find a position for me in the new organization. My duties and responsibilities were materially and adversely diminished. She said I can submit the change of control inquiry and it will be approved.

[Signature Page to Follow]

SIGNATURE

By signing this Form, I agree that submitting this Form serves as my notice of resignation and that submitting this Form does not guarantee that I will receive severance benefits under the COC Plan. If the Plan Administrator determines that a Good Reason event has occurred, I understand that I will be resigning my employment on the Last Day identified by the Company but that I will have the option of rescinding my resignation as set forth in this Form.

I acknowledge that this is not a claim for benefits under Section 9.2 of the COC Plan. I further acknowledge that I have received and have read the *Anadarko Petroleum Corporation Change of Control Severance Plan Summary Plan Description* and the *Anadarko Petroleum Corporation Change of Control Severance Plan* document.

By:  _____

Printed Name: Dingzhou Cao

Date: Nov. 11, 2019

Submit your completed form to: GoodReason@oxy.com or APC Change of Control Severance Plan, 5 Greenway Plaza, Suite 110, Houston, TX 77046, Attn: Health and Welfare Benefits Administrative Committee.

FOR ADMINISTRATIVE USE ONLY

Name:	Employee ID:
--------------	---------------------

Employee-reported date of Good Reason event (from page 1)	
Company date of Good Reason Event, if different	
Confirmation of Good Reason event by Company (yes or no)	
90 days from Good Reason event (last day worked cannot be later than this date)	
Employee termination date, as determined by supervisor	
Notification sent to employee (indicate date)	

November 18, 2019

Alexander Bayeh
14914 Carols Way Dr.
Houston, TX 77070
Alex_Bayeh@oxy.com

**RE: ELIGIBILITY FOR BENEFITS UNDER THE ANADARKO PETROLEUM
CORPORATION CHANGE OF CONTROL SEVERANCE PLAN**

Dear Mr. Bayeh:

This letter is to inform you that the Good Reason Subcommittee of the Anadarko Petroleum Corporation Change of Control Severance Plan (the "COC Plan") has determined that the circumstances you indicated on the Good Reason Inquiry Form you submitted dated November 11, 2019 (a copy of which is enclosed) constitute a Good Reason event for purposes of the COC Plan.

Please note that in order to receive severance benefits, you must satisfy the other requirements of the COC Plan, which include (i) terminating your employment within 90 days of the occurrence of a Good Reason event, and (ii) executing and not revoking the release of claims agreement that will be provided by Occidental Petroleum Corporation ("Oxy").

We understand your last day of work will be November 21, 2019. This date is approved by Oxy management.

If you change your mind on or before your last day, you may rescind your resignation by sending notice to GoodReason@oxy.com stating that you rescind your Good Reason resignation. If you timely rescind your Good Reason resignation, you will remain an employee under the same terms and conditions and with continued participation under the COC Plan, except that you will not be able to assert the Good Reason event submitted on the enclosed Good Reason Inquiry as a severance event under the COC Plan if 90 days have passed since it occurred.

If you have any questions, please contact Madelaine Pfahler at Madelaine_Pfahler@oxy.com.

Sincerely,

The Anadarko Petroleum Corporation Change of Control Severance Plan Good Reason
Subcommittee

**ANADARKO PETROLEUM CORPORATION
CHANGE OF CONTROL SEVERANCE PLAN
GOOD REASON INQUIRY FORM**

On August 8, 2019, Occidental Petroleum Corporation (“Oxy”) acquired Anadarko Petroleum Corporation (“Anadarko”) pursuant to that certain merger agreement by and among Anadarko, Oxy and a subsidiary of Oxy (“the Merger Agreement”), which acquisition constituted a Change of Control under the Anadarko Petroleum Corporation Change of Control Severance Plan (the “COC Plan”). Among other things, the COC Plan provides that Participants may resign their employment within 90 days of a Good Reason event occurring and receive Separation Benefits from the COC Plan. The option to resign for a Good Reason event is available only for such events occurring before August 9, 2020.

The COC Plan allows Participants to resign their employment and claim Severance Benefits under the COC Plan if the Participant incurs a Good Reason event. This Good Reason Inquiry Form (“Form”) has been approved by the Plan Administrator to allow Participants to inquire as to whether they have incurred a Good Reason event without having first resigned employment. All capitalized terms in this Form have the meaning provided for in the COC Plan unless a definition is provided in this Form.

If you believe you have experienced a “Good Reason” event as defined under the COC Plan and you have not resigned your employment, please complete and submit this Form to the address below. For more information about the Good Reason provision, including a discussion and examples, please click [here](#). As stated in the Summary Plan Description, you may be entitled to Separation Benefits “*if your employment terminates for Good Reason within one year after the occurrence of a Change of Control, provided that you initiate the termination of your employment within 90 days of the event triggering your right to terminate for Good Reason.*” **By signing and submitting this Form, you confirm your desire and intent to initiate the termination of your employment.**

All determinations of Good Reason will be made by the Plan Administrator in its sole discretion. Please note that the Plan Administrator, in evaluating this Form, may communicate with your supervisor and other individuals who might have knowledge of facts relating to whether a Good Reason event has occurred. As such, your submission of this Form should not be considered a confidential or private matter.

In those cases where the situation is clear and the Plan Administrator can readily determine that a Good Reason event has occurred, you will be promptly notified that the circumstances you reported constitute a Good Reason event under the COC Plan. Company management will contact you separately regarding your last day of work (“Last Day”). Your Last Day will be determined by the Company in order to provide for an orderly transition, but in no case will your last day of work be later than 90 days after the Good Reason event occurred.

At any time prior to your Last Day, you may rescind your resignation by sending a notice to GoodReason@oxy.com stating that you rescind your Good Reason resignation. If you timely

rescind your Good Reason resignation, you will remain an employee under the same terms and conditions and with continued participation under the COC Plan, except that you will not be able to assert the Good Reason event submitted in this Form as a severance event under the COC Plan (if 90 days have passed since it occurred).

In cases that are less clear or are lacking in merit, the Plan Administrator will advise you that it cannot be readily determined that a Good Reason event has occurred. You then have the option, in your complete discretion, of resigning your employment within 90 days of the Good Reason event that you believe may have occurred and filing a formal claim for benefits as a Claimant under Section 9.2 of the COC Plan. Your claim for benefits will then be administered by the Plan Administrator under Article IX of the COC Plan document.

In all cases of Good Reason assertion, in order to receive Severance Benefits under the COC Plan, (i) the Plan Administrator must determine that a Good Reason event has occurred, (ii) you must terminate your employment within 90 days of the occurrence of the Good Reason event, and (iii) you must execute and not revoke the release of claims agreement that will be provided by Oxy.

For additional information on the process of making a Good Reason Inquiry, please also [here](#).

Name: <u>Alexander Bayeh</u>		Employee ID: <u>156252</u>
Address: <u>14914 Carols Way Dr.</u>		
City: <u>Houston</u>	State: <u>TX</u>	Zip: <u>77070</u>
Title: <u>Mgr. Data Science & Adv Analytics</u>	Work Location: <u>The Woodlands, TX</u>	
Supervisor Name: <u>Reza Rastegar</u>		
Email Address: <u>Alex_Bayeh@oxy.com</u>		(Personal) <u>abayeh@gmail.com</u>

Under the COC Plan, you may be eligible for Severance Benefits if, **prior to August 9, 2020**, you experience any of the events detailed in the chart below. Please indicate which Good Reason event you believe applies to your situation, including the date on which such event first occurred, and provide any and all additional details in the space provided on page 3. If you need more space, please attach an extra sheet.

Date on which you believe the Good Reason event first occurred: November 11, 2019

<input checked="" type="checkbox"/>	Your duties and responsibilities were materially and adversely diminished in comparison to your duties and responsibilities immediately prior to closing
<input type="checkbox"/>	Your Base Salary was materially reduced in comparison to your Base Salary immediately prior to closing
<input type="checkbox"/>	The aggregate value of your Base Salary plus Total Target Incentive Compensation was materially reduced in comparison to the aggregate value of your Base Salary plus Total Target Incentive Compensation immediately prior to closing

	You are required to be based at a location more than 25 miles from the primary location where you were based and performed services immediately prior to closing
	You were required to take an assignment or position that requires travel on frequent overnight trips resulting in extended stays away from home on a consistent basis and to a substantially greater extent than immediately prior to closing (this excludes assignments or positions that might require temporary travel for a specified, short duration of time, regardless of whether such assignment or position is the result of circumstances related to the transactions contemplated by the Merger Agreement)
	You are required to perform in a job position, or a substantial job assignment, for which you are not skilled or trained

Provide any and all additional detail supporting the Good Reason event in the space below:

At 3:00 PM on November 11, 2019, I was informed by Rosaliz Ufret Adrover and Donald Jacobell that I should file a good reason inquiry, and that my duties and responsibilities have been materially and adversely diminished in comparison to my duties and responsibilities immediately prior to closing.

We discussed a possible exit date of December 5th due to travel plans, but I welcome any date sooner than that if possible.

[Signature Page to Follow]

SIGNATURE

By signing this Form, I agree that submitting this Form serves as my notice of resignation and that submitting this Form does not guarantee that I will receive severance benefits under the COC Plan. If the Plan Administrator determines that a Good Reason event has occurred, I understand that I will be resigning my employment on the Last Day identified by the Company but that I will have the option of rescinding my resignation as set forth in this Form.

I acknowledge that this is not a claim for benefits under Section 9.2 of the COC Plan. I further acknowledge that I have received and have read the *Anadarko Petroleum Corporation Change of Control Severance Plan Summary Plan Description* and the *Anadarko Petroleum Corporation Change of Control Severance Plan document*.

By: _____

Printed Name: _____

Date: _____

Submit your completed form to: GoodReason@oxy.com or APC Change of Control Severance Plan, 5 Greenway Plaza, Suite 110, Houston, TX 77046, Attn: Health and Welfare Benefits Administrative Committee.

FOR ADMINISTRATIVE USE ONLY

Name:	Employee ID:
--------------	---------------------

Employee-reported date of Good Reason event (from page 1)	
Company date of Good Reason Event, if different	
Confirmation of Good Reason event by Company (yes or no)	
90 days from Good Reason event (last day worked cannot be later than this date)	
Employee termination date, as determined by supervisor	
Notification sent to employee (indicate date)	

November 19, 2019

Natalia Berestovsky
8405 Waters Oak Pass Drive
Houston, TX 77055
Natalie_Berstovsky@oxy.com

RE: ELIGIBILITY FOR BENEFITS UNDER THE ANADARKO PETROLEUM CORPORATION CHANGE OF CONTROL SEVERANCE PLAN

Dear Ms. Berestovsky:

This letter is to inform you that the Good Reason Subcommittee of the Anadarko Petroleum Corporation Change of Control Severance Plan (the "COC Plan") has determined that the circumstances you indicated on the Good Reason Inquiry Form you submitted dated November 11, 2019 (a copy of which is enclosed) constitute a Good Reason event for purposes of the COC Plan.

Please note that in order to receive severance benefits, you must satisfy the other requirements of the COC Plan, which include (i) terminating your employment within 90 days of the occurrence of a Good Reason event, and (ii) executing and not revoking the release of claims agreement that will be provided by Occidental Petroleum Corporation ("Oxy").

We understand your last day of work will be December 5, 2019. This date is approved by Oxy management.

If you change your mind on or before your last day, you may rescind your resignation by sending notice to GoodReason@oxy.com stating that you rescind your Good Reason resignation. If you timely rescind your Good Reason resignation, you will remain an employee under the same terms and conditions and with continued participation under the COC Plan, except that you will not be able to assert the Good Reason event submitted on the enclosed Good Reason Inquiry as a severance event under the COC Plan if 90 days have passed since it occurred.

If you have any questions, please contact Madelaine Pfahler at Madelaine_Pfahler@oxy.com.

Sincerely,

The Anadarko Petroleum Corporation Change of Control Severance Plan Good Reason Subcommittee

**ANADARKO PETROLEUM CORPORATION
CHANGE OF CONTROL SEVERANCE PLAN
GOOD REASON INQUIRY FORM**

On August 8, 2019, Occidental Petroleum Corporation (“Oxy”) acquired Anadarko Petroleum Corporation (“Anadarko”) pursuant to that certain merger agreement by and among Anadarko, Oxy and a subsidiary of Oxy (“the Merger Agreement”), which acquisition constituted a Change of Control under the Anadarko Petroleum Corporation Change of Control Severance Plan (the “COC Plan”). Among other things, the COC Plan provides that Participants may resign their employment within 90 days of a Good Reason event occurring and receive Separation Benefits from the COC Plan. The option to resign for a Good Reason event is available only for such events occurring before August 9, 2020.

The COC Plan allows Participants to resign their employment and claim Severance Benefits under the COC Plan if the Participant incurs a Good Reason event. This Good Reason Inquiry Form (“Form”) has been approved by the Plan Administrator to allow Participants to inquire as to whether they have incurred a Good Reason event without having first resigned employment. All capitalized terms in this Form have the meaning provided for in the COC Plan unless a definition is provided in this Form.

If you believe you have experienced a “Good Reason” event as defined under the COC Plan and you have not resigned your employment, please complete and submit this Form to the address below. For more information about the Good Reason provision, including a discussion and examples, please click [here](#). As stated in the Summary Plan Description, you may be entitled to Separation Benefits “*if your employment terminates for Good Reason within one year after the occurrence of a Change of Control, provided that you initiate the termination of your employment within 90 days of the event triggering your right to terminate for Good Reason.*” **By signing and submitting this Form, you confirm your desire and intent to initiate the termination of your employment.**

All determinations of Good Reason will be made by the Plan Administrator in its sole discretion. Please note that the Plan Administrator, in evaluating this Form, may communicate with your supervisor and other individuals who might have knowledge of facts relating to whether a Good Reason event has occurred. As such, your submission of this Form should not be considered a confidential or private matter.

In those cases where the situation is clear and the Plan Administrator can readily determine that a Good Reason event has occurred, you will be promptly notified that the circumstances you reported constitute a Good Reason event under the COC Plan. Company management will contact you separately regarding your last day of work (“Last Day”). Your Last Day will be determined by the Company in order to provide for an orderly transition, but in no case will your last day of work be later than 90 days after the Good Reason event occurred.

At any time prior to your Last Day, you may rescind your resignation by sending a notice to GoodReason@oxy.com stating that you rescind your Good Reason resignation. If you timely

rescind your Good Reason resignation, you will remain an employee under the same terms and conditions and with continued participation under the COC Plan, except that you will not be able to assert the Good Reason event submitted in this Form as a severance event under the COC Plan (if 90 days have passed since it occurred).

In cases that are less clear or are lacking in merit, the Plan Administrator will advise you that it cannot be readily determined that a Good Reason event has occurred. You then have the option, in your complete discretion, of resigning your employment within 90 days of the Good Reason event that you believe may have occurred and filing a formal claim for benefits as a Claimant under Section 9.2 of the COC Plan. Your claim for benefits will then be administered by the Plan Administrator under Article IX of the COC Plan document.

In all cases of Good Reason assertion, in order to receive Severance Benefits under the COC Plan, (i) the Plan Administrator must determine that a Good Reason event has occurred, (ii) you must terminate your employment within 90 days of the occurrence of the Good Reason event, and (iii) you must execute and not revoke the release of claims agreement that will be provided by Oxy.

For additional information on the process of making a Good Reason Inquiry, please also [here](#).

Name: Natalia Berestovsky		Employee ID: 00156084
Address: 8405 Water Oak Pass Dr		
City: Houston	State: TX	Zip: 77055
Title: Data Science COE Manager	Work Location: The Woodlands	
Supervisor Name: Reza Rastegar		
Email Address: natalie.berestovsky@oxy.com / n.berestovsky@gmail.com		

Under the COC Plan, you may be eligible for Severance Benefits if, **prior to August 9, 2020**, you experience any of the events detailed in the chart below. Please indicate which Good Reason event you believe applies to your situation, including the date on which such event first occurred, and provide any and all additional details in the space provided on page 3. If you need more space, please attach an extra sheet.

Date on which you believe the Good Reason event first occurred: 11/11/19

<input checked="" type="checkbox"/>	Your duties and responsibilities were materially and adversely diminished in comparison to your duties and responsibilities immediately prior to closing
<input type="checkbox"/>	Your Base Salary was materially reduced in comparison to your Base Salary immediately prior to closing
<input type="checkbox"/>	The aggregate value of your Base Salary plus Total Target Incentive Compensation was materially reduced in comparison to the aggregate value of your Base Salary plus Total Target Incentive Compensation immediately prior to closing

	You are required to be based at a location more than 25 miles from the primary location where you were based and performed services immediately prior to closing
	You were required to take an assignment or position that requires travel on frequent overnight trips resulting in extended stays away from home on a consistent basis and to a substantially greater extent than immediately prior to closing (this excludes assignments or positions that might require temporary travel for a specified, short duration of time, regardless of whether such assignment or position is the result of circumstances related to the transactions contemplated by the Merger Agreement)
	You are required to perform in a job position, or a substantial job assignment, for which you are not skilled or trained

Provide any and all additional detail supporting the Good Reason event in the space below:

Per my conversation with Rosaliz Ufret and Donald Jacobell on 11/11/19 at 2:30 pm I am submitting this request.

I am ready to fulfill any requirements needed to facilitate knowledge transfer for 12/12 tentative exit date, but I kindly request earlier exit date of 11/21 or 12/05 if possible.

Thank you
-Natalie

[Signature Page to Follow]

SIGNATURE

By signing this Form, I agree that submitting this Form serves as my notice of resignation and that submitting this Form does not guarantee that I will receive severance benefits under the COC Plan. If the Plan Administrator determines that a Good Reason event has occurred, I understand that I will be resigning my employment on the Last Day identified by the Company but that I will have the option of rescinding my resignation as set forth in this Form.

I acknowledge that this is not a claim for benefits under Section 9.2 of the COC Plan. I further acknowledge that I have received and have read the *Anadarko Petroleum Corporation Change of Control Severance Plan Summary Plan Description* and the *Anadarko Petroleum Corporation Change of Control Severance Plan* document.

By: NBne.

Printed Name: Natalia Berestovsky

Date: 11/11/19

Submit your completed form to: GoodReason@oxy.com or APC Change of Control Severance Plan, 5 Greenway Plaza, Suite 110, Houston, TX 77046, Attn: Health and Welfare Benefits Administrative Committee.

FOR ADMINISTRATIVE USE ONLY

Name:	Employee ID:
--------------	---------------------

Employee-reported date of Good Reason event (from page 1)	
Company date of Good Reason Event, if different	
Confirmation of Good Reason event by Company (yes or no)	
90 days from Good Reason event (last day worked cannot be later than this date)	
Employee termination date, as determined by supervisor	
Notification sent to employee (indicate date)	